

**CONRAIL**

RECORDATION NO. 9302-F Filed 1425

FEB 23 1979 - 12 40 PM

INTERSTATE COMMERCE COMMISSION

No.

Date

Fee \$

FEB 23 1979

\$30.00

ICC Washington, D. C.

February 22, 1979

H. G. Homme, Jr.  
Acting Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

RECORDATION NO. 9302-G Filed 1425

FEB 23 1979 - 12 40 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9302-H Filed 1425

FEB 23 1979 - 12 40 PM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Homme:

We herewith present the following documents for recordation pursuant to section 11303 of Title 49 of the United States Code:

1. Amendment Agreement to Lease of Railroad Equipment Pursuant to Conrail 1978 Trust No. I.
2. Supplement No. I to Lease of Railroad Equipment Pursuant to Conrail 1978 Trust No. I.
3. Supplement No. II to Lease of Railroad Equipment Pursuant to Conrail 1978 Trust No. I.

Each of these documents amend or supplement a Lease of Railroad Equipment pursuant to Conrail 1978 Trust No. I which was recorded with the Commission on March 31, 1978 at 3:40 P.M. and received recordation number 9302. Certain other documents related to the Lease were filed at that time and received recordation numbers 9302-A through 9302-E.

Each of the enclosed documents have been executed in five counterparts, each of which has been joined together to form one document. You are welcome to keep the signed copy of each document. Could you please stamp the two xerox copies with your recordation number and return them to the individual presenting them for recordation.

Enclosed is our check for \$30.00 to cover the recordation fee for the amendment and two supplements.

If you have any questions, please call me at (215) 594-4201. Thank you for your assistance.

Sincerely yours,

Joseph T. Rowan  
Corporate Counsel

JTR:ld

Enclosures

CONSOLIDATED RAIL CORPORATION

*Counterparts - William D. Clark*

FEB 23 1979  
FEB 23 1979

RECORDATION NO. 9302 - f Filed 1425

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INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT

TO

LEASE OF RAILROAD EQUIPMENT PURSUANT  
TO CONRAIL 1978 TRUST NO. I

Amendment Agreement, dated as of October 1, 1978, between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (hereinafter called the Lessee), and MANUFACTURERS NATIONAL BANK OF DETROIT, as Trustee (hereinafter called the Lessor) under a Restated and Amended Trust Agreement for Conrail 1978 Trust No. I restated and amended as of February 15, 1978 and dated as of December 23, 1977 (hereinafter called the Trust Agreement) with FORD MOTOR CREDIT COMPANY, THE BUDD LEASING CORP. and GOULD LEASING INC. (hereinafter called the Beneficiaries).

WHEREAS, the Lessee and the Lessor have entered into a Lease of Railroad Equipment, dated as of December 23, 1977 (hereinafter called the Lease), providing for the lease by the Lessor to the Lessee of Units upon the terms and conditions set forth therein;

WHEREAS, due to circumstances beyond the control of the Lessee and the Lessor, delivery of the Auto Racks to the Lessee was not completed prior to September 30, 1978, the latest date Lessee is permitted by Section 2 of the Lease to accept on behalf of the Lessor delivery of the Auto Racks;

WHEREAS, the Lessee desires to accept on behalf of the Lessor and to lease from the Lessor Auto Racks delivered to the Lessee subsequent to September 30, 1978;

WHEREAS, the Lessor desires to authorize the Lessee to accept such Auto Racks on behalf of the Lessor and to lease such Auto Racks to the Lessee;

WHEREAS, a Letter Agreement, dated October 11, 1978 (hereinafter called the Letter Agreement) was entered into among the Lessee, the Lessor, the Beneficiaries and First Pennsylvania Bank N.A. (hereinafter called the Lender), authorizing Lessee to accept, and ratifying acceptances by Lessee, on behalf of the Lessor Auto Racks delivered to the Lessee subsequent to September 30, 1978; and

WHEREAS, the Lessee and the Lessor desire to incorporate the terms of the Letter Agreement into the Lease;

NOW THEREFORE, the parties hereto, in consideration of the aforesaid premises and intending to be legally bound hereby, agree as follows:

1. The second Recital clause of the Lease is hereby amended by adding in the ninth line thereof after the word "hereof" the following:

" , as amended by an Amendment Agreement, dated as of October 1, 1978".

2. The fourth Recital clause of the Lease is hereby amended by adding in the fifth line thereof after the word "hereof" the following:

" , as amended by an Amendment Agreement, dated as of October 1, 1978".

3. The last sentence of Section 2 of the Lease is hereby amended to read in its entirety as follows:

"In no event will the Lessee accept deliveries after December 31, 1978."

4. All terms used in this Amendment Agreement which are not otherwise defined in this Amendment Agreement shall have the meanings assigned to them in the Lease.

5. Except to the extent specifically amended herein, the Lease is ratified and confirmed in all respects and shall continue in full force and effect in accordance with its terms.

6. This Amendment Agreement may be executed in several counterparts, such counterparts together constituting but one and the same instrument, but the counterpart delivered to the Lender pursuant to the Lease Assignment shall be deemed to be the original and all other counterparts shall be deemed duplicates thereof.

7. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by the laws of Michigan; provided, however, that the parties shall be entitled to all rights conferred by Section 11303 of the Interstate Commerce Act.

IN WITNESS WHEREOF, the parties hereto have executed

or caused this instrument to be executed on the date set forth below their respective signatures, as of the date first above written.

MANUFACTURERS NATIONAL BANK OF  
DETROIT, as trustee, Lessor

By 

Date 1-16-79

CONSOLIDATED RAIL CORPORATION,  
Lessee

By \_\_\_\_\_

Date \_\_\_\_\_

Pursuant to Section 9.01(b) of the Trust Agreement  
the Beneficiaries hereby consent to and authorize and direct the  
Lessor to execute and deliver the foregoing Amendment Agreement.

FORD MOTOR CREDIT COMPANY

By \_\_\_\_\_

Date \_\_\_\_\_

THE BUDD LEASING CORP.

By \_\_\_\_\_

Date \_\_\_\_\_

GOULD LEASING INC.

By \_\_\_\_\_

Date \_\_\_\_\_

Pursuant to Paragraph F of the Consent to Assignment and Security Agreement, dated March 30, 1978, from the Lessee to the Lender, the Lender hereby consents to the foregoing Amendment Agreement.

FIRST PENNSYLVANIA BANK N.A.

By \_\_\_\_\_

Date \_\_\_\_\_

STATE OF PENNSYLVANIA )  
 ) ss.:  
CITY OF PHILADELPHIA )

On this , before me personally  
appeared , to me personally known, who,  
being by me duly sworn, says that he is a  
of CONSOLIDATED RAIL CORPORATION, that one of the seals  
affixed to the foregoing instrument is the corporate seal  
of said corporation, that said instrument was signed and  
sealed on behalf of said corporation by authority of its  
Board of Directors, and he acknowledged that the execution  
of the foregoing instrument was the free act and deed of  
said corporation.

---

NOTARY PUBLIC

[Notarial Seal]

My Commission expires

STATE OF MICHIGAN )  
 ) ss.:  
COUNTY OF WAYNE )

On this JAN 16 1979, before me personally appeared DONALD E. BLACK, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of MANUFACTURERS NATIONAL BANK OF DETROIT, that one of the seals affixed to the foregoing instrument is the seal of said national bank, as such Trustee and not in its individual capacity, that said instrument was signed and sealed on behalf of said national bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank in said capacity.



Notary Public

Notary Public Wayne County, Mich.  
My Commission Expires Sept. 10, 1980

[Notarial Seal]



AMENDMENT AGREEMENT

TO

LEASE OF RAILROAD EQUIPMENT PURSUANT  
TO CONRAIL 1978 TRUST NO. I

Amendment Agreement, dated as of October 1, 1978, between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (hereinafter called the Lessee), and MANUFACTURERS NATIONAL BANK OF DETROIT, as Trustee (hereinafter called the Lessor) under a Restated and Amended Trust Agreement for Conrail 1978 Trust No. I restated and amended as of February 15, 1978 and dated as of December 23, 1977 (hereinafter called the Trust Agreement) with FORD MOTOR CREDIT COMPANY, THE BUDD LEASING CORP. and GOULD LEASING INC. (hereinafter called the Beneficiaries).

WHEREAS, the Lessee and the Lessor have entered into a Lease of Railroad Equipment, dated as of December 23, 1977 (hereinafter called the Lease), providing for the lease by the Lessor to the Lessee of Units upon the terms and conditions set forth therein;

WHEREAS, due to circumstances beyond the control of the Lessee and the Lessor, delivery of the Auto Racks to the Lessee was not completed prior to September 30, 1978, the latest date Lessee is permitted by Section 2 of the Lease to accept on behalf of the Lessor delivery of the Auto Racks;

WHEREAS, the Lessee desires to accept on behalf of the Lessor and to lease from the Lessor Auto Racks delivered to the Lessee subsequent to September 30, 1978;

WHEREAS, the Lessor desires to authorize the Lessee to accept such Auto Racks on behalf of the Lessor and to lease such Auto Racks to the Lessee;

WHEREAS, a Letter Agreement, dated October 11, 1978 (hereinafter called the Letter Agreement) was entered into among the Lessee, the Lessor, the Beneficiaries and First Pennsylvania Bank N.A. (hereinafter called the Lender), authorizing Lessee to accept, and ratifying acceptances by Lessee, on behalf of the Lessor Auto Racks delivered to the Lessee subsequent to September 30, 1978; and

WHEREAS, the Lessee and the Lessor desire to incorporate the terms of the Letter Agreement into the Lease;

NOW THEREFORE, the parties hereto, in consideration of the aforesaid premises and intending to be legally bound hereby, agree as follows:

1. The second Recital clause of the Lease is hereby amended by adding in the ninth line thereof after the word "hereof" the following:

" , as amended by an Amendment Agreement, dated as of October 1, 1978".

2. The fourth Recital clause of the Lease is hereby amended by adding in the fifth line thereof after the word "hereof" the following:

" , as amended by an Amendment Agreement, dated as of October 1, 1978".

3. The last sentence of Section 2 of the Lease is hereby amended to read in its entirety as follows:

"In no event will the Lessee accept deliveries after December 31, 1978."

4. All terms used in this Amendment Agreement which are not otherwise defined in this Amendment Agreement shall have the meanings assigned to them in the Lease.

5. Except to the extent specifically amended herein, the Lease is ratified and confirmed in all respects and shall continue in full force and effect in accordance with its terms.

6. This Amendment Agreement may be executed in several counterparts, such counterparts together constituting but one and the same instrument, but the counterpart delivered to the Lender pursuant to the Lease Assignment shall be deemed to be the original and all other counterparts shall be deemed duplicates thereof.

7. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by the laws of Michigan; provided, however, that the parties shall be entitled to all rights conferred by Section 11303 of the Interstate Commerce Act.

IN WITNESS WHEREOF, the parties hereto have executed

or caused this instrument to be executed on the date set forth below their respective signatures, as of the date first above written.

MANUFACTURERS NATIONAL BANK OF  
DETROIT, as trustee, Lessor

By \_\_\_\_\_

Date \_\_\_\_\_

CONSOLIDATED RAIL CORPORATION,  
Lessee

By  \_\_\_\_\_  
Asst. Treas. & Bkg.

Date 1/16/71

Pursuant to Section 9.01(b) of the Trust Agreement the Beneficiaries hereby consent to and authorize and direct the Lessor to execute and deliver the foregoing Amendment Agreement.

FORD MOTOR CREDIT COMPANY

By \_\_\_\_\_

Date \_\_\_\_\_

THE BUDD LEASING CORP.

By \_\_\_\_\_

Date \_\_\_\_\_

GOULD LEASING INC.

By \_\_\_\_\_

Date \_\_\_\_\_

Pursuant to Paragraph F of the Consent to Assignment and Security Agreement, dated March 30, 1978, from the Lessee to the Lender, the Lender hereby consents to the foregoing Amendment Agreement.

FIRST PENNSYLVANIA BANK N.A.

By \_\_\_\_\_

Date \_\_\_\_\_

STATE OF MICHIGAN )  
 ) ss.:  
COUNTY OF WAYNE )

On this , before me personally  
appeared , to me personally known,  
who, being by me duly sworn, says that he is an Authorized  
Officer of MANUFACTURERS NATIONAL BANK OF DETROIT, that one  
of the seals affixed to the foregoing instrument is the seal  
of said national bank, as such Trustee and not in its indi-  
vidual capacity, that said instrument was signed and sealed  
on behalf of said national bank by authority of its Board  
of Directors, and he acknowledged that the execution of the  
foregoing instrument was the free act and deed of said  
national bank in said capacity.

---

Notary Public

[Notarial Seal]

STATE OF PENNSYLVANIA )  
 ) ss.:  
CITY OF PHILADELPHIA )

On this 1/10/79 , before me personally  
appeared B. D. Wellmon , to me personally known, who,  
being by me duly sworn, says that he is a Asst. Treas. & Bkg.  
of CONSOLIDATED RAIL CORPORATION, that one of the seals  
affixed to the foregoing instrument is the corporate seal  
of said corporation, that said instrument was signed and  
sealed on behalf of said corporation by authority of its  
Board of Directors, and he acknowledged that the execution  
of the foregoing instrument was the free act and deed of  
said corporation.

  
NOTARY PUBLIC

[Notarial Seal]

My Commission expires

ALFONSO J. DIGREGORIO  
Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires August 7, 1980

AMENDMENT AGREEMENT

TO

LEASE OF RAILROAD EQUIPMENT PURSUANT  
TO CONRAIL 1978 TRUST NO. I

Amendment Agreement, dated as of October 1, 1978, between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (hereinafter called the Lessee), and MANUFACTURERS NATIONAL BANK OF DETROIT, as Trustee (hereinafter called the Lessor) under a Restated and Amended Trust Agreement for Conrail 1978 Trust No. I restated and amended as of February 15, 1978 and dated as of December 23, 1977 (hereinafter called the Trust Agreement) with FORD MOTOR CREDIT COMPANY, THE BUDD LEASING CORP. and GOULD LEASING INC. (hereinafter called the Beneficiaries).

WHEREAS, the Lessee and the Lessor have entered into a Lease of Railroad Equipment, dated as of December 23, 1977 (hereinafter called the Lease), providing for the lease by the Lessor to the Lessee of Units upon the terms and conditions set forth therein;

WHEREAS, due to circumstances beyond the control of the Lessee and the Lessor, delivery of the Auto Racks to the Lessee was not completed prior to September 30, 1978, the latest date Lessee is permitted by Section 2 of the Lease to accept on behalf of the Lessor delivery of the Auto Racks;



WHEREAS, the Lessee desires to accept on behalf of the Lessor and to lease from the Lessor Auto Racks delivered to the Lessee subsequent to September 30, 1978;

WHEREAS, the Lessor desires to authorize the Lessee to accept such Auto Racks on behalf of the Lessor and to lease such Auto Racks to the Lessee;

WHEREAS, a Letter Agreement, dated October 11, 1978 (hereinafter called the Letter Agreement) was entered into among the Lessee, the Lessor, the Beneficiaries and First Pennsylvania Bank N.A. (hereinafter called the Lender), authorizing Lessee to accept, and ratifying acceptances by Lessee, on behalf of the Lessor Auto Racks delivered to the Lessee subsequent to September 30, 1978; and

WHEREAS, the Lessee and the Lessor desire to incorporate the terms of the Letter Agreement into the Lease;

NOW THEREFORE, the parties hereto, in consideration of the aforesaid premises and intending to be legally bound hereby, agree as follows:

1. The second Recital clause of the Lease is hereby amended by adding in the ninth line thereof after the word "hereof" the following:

" , as amended by an Amendment Agreement, dated as of October 1, 1978".

2. The fourth Recital clause of the Lease is hereby amended by adding in the fifth line thereof after the word "hereof" the following:

" , as amended by an Amendment Agreement, dated as of October 1, 1978".

3. The last sentence of Section 2 of the Lease is hereby amended to read in its entirety as follows:

"In no event will the Lessee accept deliveries after December 31, 1978."

4. All terms used in this Amendment Agreement which are not otherwise defined in this Amendment Agreement shall have the meanings assigned to them in the Lease.

5. Except to the extent specifically amended herein, the Lease is ratified and confirmed in all respects and shall continue in full force and effect in accordance with its terms.

6. This Amendment Agreement may be executed in several counterparts, such counterparts together constituting but one and the same instrument, but the counterpart delivered to the Lender pursuant to the Lease Assignment shall be deemed to be the original and all other counterparts shall be deemed duplicates thereof.

7. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by the laws of Michigan; provided, however, that the parties shall be entitled to all rights conferred by Section 11303 of the Interstate Commerce Act.

IN WITNESS WHEREOF, the parties hereto have executed

or caused this instrument to be executed on the date set forth below their respective signatures, as of the date first above written.

MANUFACTURERS NATIONAL BANK OF  
DETROIT, as trustee, Lessor

By \_\_\_\_\_

Date \_\_\_\_\_

CONSOLIDATED RAIL CORPORATION,  
Lessee

By \_\_\_\_\_

Date \_\_\_\_\_

Pursuant to Section 9.01(b) of the Trust Agreement the Beneficiaries hereby consent to and authorize and direct the Lessor to execute and deliver the foregoing Amendment Agreement.

FORD MOTOR CREDIT COMPANY

By *Barry H. A. J.*

Date *Assisted by J. M. C. on Jan 15, 1979*

THE BUDD LEASING CORP.

By \_\_\_\_\_

Date \_\_\_\_\_

GOULD LEASING INC.

By \_\_\_\_\_

Date \_\_\_\_\_

Pursuant to Paragraph F of the Consent to Assignment and Security Agreement, dated March 30, 1978, from the Lessee to the Lender, the Lender hereby consents to the foregoing Amendment Agreement.

FIRST PENNSYLVANIA BANK N.A.

By \_\_\_\_\_

Date \_\_\_\_\_

AMENDMENT AGREEMENT

TO

LEASE OF RAILROAD EQUIPMENT PURSUANT  
TO CONRAIL 1978 TRUST NO. I

Amendment Agreement, dated as of October 1, 1978, between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (hereinafter called the Lessee), and MANUFACTURERS NATIONAL BANK OF DETROIT, as Trustee (hereinafter called the Lessor) under a Restated and Amended Trust Agreement for Conrail 1978 Trust No. I restated and amended as of February 15, 1978 and dated as of December 23, 1977 (hereinafter called the Trust Agreement) with FORD MOTOR CREDIT COMPANY, THE BUDD LEASING CORP. and GOULD LEASING INC. (hereinafter called the Beneficiaries).

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WHEREAS, due to circumstances beyond the control of the Lessee and the Lessor, delivery of the Auto Racks to the Lessee was not completed prior to September 30, 1978, the latest date Lessee is permitted by Section 2 of the Lease to accept on behalf of the Lessor delivery of the Auto Racks;

WHEREAS, the Lessee desires to accept on behalf of the Lessor and to lease from the Lessor Auto Racks delivered to the Lessee subsequent to September 30, 1978;

WHEREAS, the Lessor desires to authorize the Lessee to accept such Auto Racks on behalf of the Lessor and to lease such Auto Racks to the Lessee;

WHEREAS, a Letter Agreement, dated October 11, 1978 (hereinafter called the Letter Agreement) was entered into among the Lessee, the Lessor, the Beneficiaries and First Pennsylvania Bank N.A. (hereinafter called the Lender), authorizing Lessee to accept, and ratifying acceptances by Lessee, on behalf of the Lessor Auto Racks delivered to the Lessee subsequent to September 30, 1978; and

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IN WITNESS WHEREOF, the parties hereto have executed

or caused this instrument to be executed on the date set forth below their respective signatures, as of the date first above written.

MANUFACTURERS NATIONAL BANK OF  
DETROIT, as trustee, Lessor

By \_\_\_\_\_

Date \_\_\_\_\_

CONSOLIDATED RAIL CORPORATION,  
Lessee

By \_\_\_\_\_

Date \_\_\_\_\_

Pursuant to Section 9.01(b) of the Trust Agreement the Beneficiaries hereby consent to and authorize and direct the Lessor to execute and deliver the foregoing Amendment Agreement.

FORD MOTOR CREDIT COMPANY

By \_\_\_\_\_

Date \_\_\_\_\_

THE BUDD LEASING CORP.

By John M. Buehler

Date JAN 18 1979



GOULD LEASING INC.

By \_\_\_\_\_

Date \_\_\_\_\_

Pursuant to Paragraph F of the Consent to Assignment and Security Agreement, dated March 30, 1978, from the Lessee to the Lender, the Lender hereby consents to the foregoing Amendment Agreement.

FIRST PENNSYLVANIA BANK N.A.

By \_\_\_\_\_

Date \_\_\_\_\_

AMENDMENT AGREEMENT

TO

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WHEREAS, the Lessee desires to accept on behalf of the Lessor and to lease from the Lessor Auto Racks delivered to the Lessee subsequent to September 30, 1978;

WHEREAS, the Lessor desires to authorize the Lessee to accept such Auto Racks on behalf of the Lessor and to lease such Auto Racks to the Lessee;

WHEREAS, a Letter Agreement, dated October 11, 1978 (hereinafter called the Letter Agreement) was entered into among the Lessee, the Lessor, the Beneficiaries and First Pennsylvania Bank N.A. (hereinafter called the Lender), authorizing Lessee to accept, and ratifying acceptances by Lessee, on behalf of the Lessor Auto Racks delivered to the Lessee subsequent to September 30, 1978; and

WHEREAS, the Lessee and the Lessor desire to incorporate the terms of the Letter Agreement into the Lease;

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1. The second Recital clause of the Lease is hereby amended by adding in the ninth line thereof after the word "hereof" the following:

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IN WITNESS WHEREOF, the parties hereto have executed

or caused this instrument to be executed on the date set forth below their respective signatures, as of the date first above written.

MANUFACTURERS NATIONAL BANK OF  
DETROIT, as trustee, Lessor

By \_\_\_\_\_

Date \_\_\_\_\_

CONSOLIDATED RAIL CORPORATION,  
Lessee

By \_\_\_\_\_

Date \_\_\_\_\_

Pursuant to Section 9.01(b) of the Trust Agreement the Beneficiaries hereby consent to and authorize and direct the Lessor to execute and deliver the foregoing Amendment Agreement.

FORD MOTOR CREDIT COMPANY

By \_\_\_\_\_

Date \_\_\_\_\_

THE BUDD LEASING CORP.

By \_\_\_\_\_

Date \_\_\_\_\_

GOULD LEASING INC.

By Walter Munn  
Date 1/23/79

Pursuant to Paragraph F of the Consent to Assignment and Security Agreement, dated March 30, 1978, from the Lessee to the Lender, the Lender hereby consents to the foregoing Amendment Agreement.

FIRST PENNSYLVANIA BANK N.A.

By \_\_\_\_\_  
Date \_\_\_\_\_

AMENDMENT AGREEMENT

TO

LEASE OF RAILROAD EQUIPMENT PURSUANT  
TO CONRAIL 1978 TRUST NO. I

Amendment Agreement, dated as of October 1, 1978, between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (hereinafter called the Lessee), and MANUFACTURERS NATIONAL BANK OF DETROIT, as Trustee (hereinafter called the Lessor) under a Restated and Amended Trust Agreement for Conrail 1978 Trust No. I restated and amended as of February 15, 1978 and dated as of December 23, 1977 (hereinafter called the Trust Agreement) with FORD MOTOR CREDIT COMPANY, THE BUDD LEASING CORP. and GOULD LEASING INC. (hereinafter called the Beneficiaries).

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WHEREAS, due to circumstances beyond the control of the Lessee and the Lessor, delivery of the Auto Racks to the Lessee was not completed prior to September 30, 1978, the latest date Lessee is permitted by Section 2 of the Lease to accept on behalf of the Lessor delivery of the Auto Racks;

WHEREAS, the Lessee desires to accept on behalf of the Lessor and to lease from the Lessor Auto Racks delivered to the Lessee subsequent to September 30, 1978;

WHEREAS, the Lessor desires to authorize the Lessee to accept such Auto Racks on behalf of the Lessor and to lease such Auto Racks to the Lessee;

WHEREAS, a Letter Agreement, dated October 11, 1978 (hereinafter called the Letter Agreement) was entered into among the Lessee, the Lessor, the Beneficiaries and First Pennsylvania Bank N.A. (hereinafter called the Lender), authorizing Lessee to accept, and ratifying acceptances by Lessee, on behalf of the Lessor Auto Racks delivered to the Lessee subsequent to September 30, 1978; and

WHEREAS, the Lessee and the Lessor desire to incorporate the terms of the Letter Agreement into the Lease;

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IN WITNESS WHEREOF, the parties hereto have executed

or caused this instrument to be executed on the date set forth below their respective signatures, as of the date first above written.

MANUFACTURERS NATIONAL BANK OF  
DETROIT, as trustee, Lessor

By \_\_\_\_\_

Date \_\_\_\_\_

CONSOLIDATED RAIL CORPORATION,  
Lessee

By \_\_\_\_\_

Date \_\_\_\_\_

Pursuant to Section 9.01(b) of the Trust Agreement the Beneficiaries hereby consent to and authorize and direct the Lessor to execute and deliver the foregoing Amendment Agreement.

FORD MOTOR CREDIT COMPANY

By \_\_\_\_\_

Date \_\_\_\_\_

THE BUDD LEASING CORP.

By \_\_\_\_\_

Date \_\_\_\_\_

GOULD LEASING INC.

By \_\_\_\_\_

Date \_\_\_\_\_

Pursuant to Paragraph F of the Consent to Assignment and Security Agreement, dated March 30, 1978, from the Lessee to the Lender, the Lender hereby consents to the foregoing Amendment Agreement.

FIRST PENNSYLVANIA BANK N.A.

By Ryan C. Rild

Date January 16 1979